

State of Maryland
Department of Natural Resources— Wildlife and Heritage Service

Landowner Incentive Program

Landowner Grant Agreement

This Grant Agreement, entered into this _____ day of _____, 20____ by and between The State of Maryland, Department of Natural Resources (hereinafter "Department") and

(Grantee Name)

(Grantee Address)

(Grantee Federal Tax ID or Social Security Number)

WHEREAS, the US Fish and Wildlife Service has appropriated certain funds to be used to conserve habitat for species-at-risk on private lands in the state;

WHEREAS, Grantee has applied to The Department for such funding and The Department has determined that such funding shall be provided to the grantee if the Grantee agrees to the provisions contained herein;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and the receipt of funding in the amount of _____, the parties agree to the following provisions contained herein;

1. The terms and conditions contained in the attached Project Description and Monitoring Form shall be incorporated into this Grant Agreement (hereinafter "Agreement") and binding upon the parties.
2. Activities conducted as stated in the Project Description and Monitoring Form will be managed and maintained until the expiration date specified below in the Agreement.
3. This Agreement shall become effective on _____ and shall expire without notice on _____. No work may be initiated under this agreement until the Grantee has been instructed to proceed by The Department.
4. In the event that The Department finds that any funds received by the Grantee have been expended for the purpose other than as set forth in this Agreement, or that the Grantee has failed to comply with the terms of this Agreement, The Department may immediately terminate this Agreement by sending written notice to the Grantee and in addition The Department may bring an action to recover any funds granted under this agreement. Payments to the Grantee will be made in accordance with the payment schedule set forth in the Project Description and Monitoring Form.
5. Grantee agrees to prosecute all work under this Agreement continuously and diligently.
6. The Department shall have the right, during normal business hours, to enter upon and inspect the lands of the Grantee to determine Grantee's compliance with the terms and conditions of this agreement.
7. This Agreement shall be governed by the laws of the State of Maryland, and the parties hereby expressly agree that the courts of the State of Maryland shall have exclusive jurisdiction to decide any question arising hereunder.

8. In the performance of its activities for the Landowner Incentive Program pursuant to this Agreement, the Grantee shall conform to Federal, State, and local laws and regulations and to the specifications contained in the attached Project Description and Monitoring Form. Grantee shall obtain and maintain at its expense all licenses, permits, insurance and government approvals, if any, necessary to the performance of its obligations under this Agreement.
9. This Agreement and the monies which may become due hereunder are not assignable except with the prior written approval of The Department.
10. Grantee and/or its subcontractors shall not discriminate in any matter against an employee or applicant for employment because of sex, race, age, color, creed, or national origin.
11. If other than an individual, the Grantee hereby represents and warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
12. This agreement embodies the whole agreement of the parties. There are no promises, conditions, or obligations referring to the subject matter, other than those contained herein or incorporated herein by reference.
13. The Grantee shall indemnify and save harmless the State from and against all actions, liability, claims, suits, damages, cost, or expenses of any kind which may be brought or made against the State arising out of or as a result of this Agreement.
14. This Agreement may be terminated in writing by either party with thirty (30) days written notice.
15. If this Agreement is terminated by the Grantee prior to the term of this Agreement set forth in Provision 3 above, the Grantee will reimburse the Department for its project construction costs, as identified in the Project Description and Monitoring Form. If the agreement is terminated in writing by the Department, the Department retains the right to remove any habitat restoration structures placed on the land.
16. At the expiration of the term of this Agreement, any habitat developments to the land will become the property of the Grantee. There shall be no further obligation to any of the parties after the agreement has expired. Specifically, the Department will be under no obligation to restore the land to its original condition.

IN WITNESS THEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

_____ Grantee signature	_____ Witness Signature
	(Seal)

STATE OF MARYLAND, DEPARTMENT OF NATURAL RESOURCES:

_____ Department of Natural Resources	_____ Witness Signature
	(Seal)

THIS LANDOWNER INCENTIVE PROGRAM AGREEMENT FORM HAS BEEN APPROVED FOR FORM AND LEGAL SUFFICIENCY BY THE ATTORNEY GENERAL'S OFFICE OF THE DEPARTMENT OF NATURAL RESOURCES. ANY ADDITIONS OR MODIFICATIONS TO, OR DELETIONS FROM, THIS FORM MUST BE APPROVED BY THE ATTORNEY GENERAL'S OFFICE BEFORE SIGNATURE OR PERFORMANCE OF ANY WORK.